

1 JANET M. HEROLD
2 Regional Solicitor
3 SUSAN SELETSKY
4 Counsel for FLSA
5 ANDREW J. SCHULTZ (Cal. Bar # 237231)
6 NATALIE NARDECCHIA (Cal. Bar # 246486)
7 BENJAMIN R. BOTTs (Cal. Bar #274542)
8 Trial Attorneys
9 United States Department of Labor
10 Office of the Solicitor
11 90 Seventh Street, Suite 3-700
12 San Francisco, California 94103
13 Telephone: (415) 625-7767
14 Facsimile: (415) 625-7772
15 Email: Botts.Benjamin.R@dol.gov

16 Attorneys for Plaintiff, Thomas E. Perez, Secretary
17 United States Department of Labor

18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
990
991
992
993
994
995
996
997
998
999
1000
1001
1002
1003
1004
1005
1006
1007
1008
1009
1000
1001
1002
1003
1004
1005
1006
1007
1008
1009
1010
1011
1012
1013
1014
1015
1016
1017
1018
1019
1010
1011
1012
1013
1014
1015
1016
1017
1018
1019
1020
1021
1022
1023
1024
1025
1026
1027
1028
1029
1020
1021
1022
1023
1024
1025
1026
1027
1028
1029
1030
1031
1032
1033
1034
1035
1036
1037
1038
1039
1030
1031
1032
1033
1034
1035
1036
1037
1038
1039
1040
1041
1042
1043
1044
1045
1046
1047
1048
1049
1040
1041
1042
1043
1044
1045
1046
1047
1048
1049
1050
1051
1052
1053
1054
1055
1056
1057
1058
1059
1050
1051
1052
1053
1054
1055
1056
1057
1058
1059
1060
1061
1062
1063
1064
1065
1066
1067
1068
1069
1060
1061
1062
1063
1064
1065
1066
1067
1068
1069
1070
1071
1072
1073
1074
1075
1076
1077
1078
1079
1070
1071
1072
1073
1074
1075
1076
1077
1078
1079
1080
1081
1082
1083
1084
1085
1086
1087
1088
1089
1080
1081
1082
1083
1084
1085
1086
1087
1088
1089
1090
1091
1092
1093
1094
1095
1096
1097
1098
1099
1090
1091
1092
1093
1094
1095
1096
1097
1098
1099
1100
1101
1102
1103
1104
1105
1106
1107
1108
1109
1100
1101
1102
1103
1104
1105
1106
1107
1108
1109
1110
1111
1112
1113
1114
1115
1116
1117
1118
1119
1110
1111
1112
1113
1114
1115
1116
1117
1118
1119
1120
1121
1122
1123
1124
1125
1126
1127
1128
1129
1120
1121
1122
1123
1124
1125
1126
1127
1128
1129
1130
1131
1132
1133
1134
1135
1136
1137
1138
1139
1130
1131
1132
1133
1134
1135
1136
1137
1138
1139
1140
1141
1142
1143
1144
1145
1146
1147
1148
1149
1140
1141
1142
1143
1144
1145
1146
1147
1148
1149
1150
1151
1152
1153
1154
1155
1156
1157
1158
1159
1150
1151
1152
1153
1154
1155
1156
1157
1158
1159
1160
1161
1162
1163
1164
1165
1166
1167
1168
1169
1160
1161
1162
1163
1164
1165
1166
1167
1168
1169
1170
1171
1172
1173
1174
1175
1176
1177
1178
1179
1170
1171
1172
1173
1174
1175
1176
1177
1178
1179
1180
1181
1182
1183
1184
1185
1186
1187
1188
1189
1180
1181
1182
1183
1184
1185
1186
1187
1188
1189
1190
1191
1192
1193
1194
1195
1196
1197
1198
1199
1190
1191
1192
1193
1194
1195
1196
1197
1198
1199
1200
1201
1202
1203
1204
1205
1206
1207
1208
1209
1200
1201
1202
1203
1204
1205
1206
1207
1208
1209
1210
1211
1212
1213
1214
1215
1216
1217
1218
1219
1210
1211
1212
1213
1214
1215
1216
1217
1218
1219
1220
1221
1222
1223
1224
1225
1226
1227
1228
1229
1220
1221
1222
1223
1224
1225
1226
1227
1228
1229
1230
1231
1232
1233
1234
1235
1236
1237
1238
1239
1230
1231
1232
1233
1234
1235
1236
1237
1238
1239
1240
1241
1242
1243
1244
1245
1246
1247
1248
1249
1240
1241
1242
1243
1244
1245
1246
1247
1248
1249
1250
1251
1252
1253
1254
1255
1256
1257
1258
1259
1250
1251
1252
1253
1254
1255
1256
1257
1258
1259
1260
1261
1262
1263
1264
1265
1266
1267
1268
1269
1260
1261
1262
1263
1264
1265
1266
1267
1268
1269
1270
1271
1272
1273
1274
1275
1276
1277
1278
1279
1270
1271
1272
1273
1274
1275
1276
1277
1278
1279
1280
1281
1282
1283
1284
1285
1286
1287
1288
1289
1280
1281
1282
1283
1284
1285
1286
1287
1288
1289
1290
1291
1292
1293
1294
1295
1296
1297
1298
1299
1290
1291
1292
1293
1294
1295
1296
1297
1298
1299
1300
1301
1302
1303
1304
1305
1306
1307
1308
1309
1300
1301
1302
1303
1304
1305
1306
1307
1308
1309
1310
1311
1312
1313
1314
1315
1316
1317
1318
1319
1310
1311
1312
1313
1314
1315
1316
1317
1318
1319
1320
1321
1322
1323
1324
1325
1326
1327
1328
1329
1

1 Plaintiff, THOMAS E. PEREZ, Secretary of Labor, United States Department of Labor
2 (“Plaintiff” or the “Secretary”), and Defendants National Consolidated Couriers, Inc. (“NCCI”),
3 Tanweer Ahmed, individually and as managing agent for Defendant NCCI, Ironstone NCCI Logistics
4 (“NCCI Logistics”), and Amira Khalaf, individually and as managing agent for Defendant NCCI
5 Logistics (collectively, “Defendants”) have agreed to resolve the matters in controversy in this civil
6 action and consent to the entry of this consent judgment (“Consent Judgment” or “Judgment”) in
7 accordance herewith.

8 **I. STATEMENT BY THE PARTIES:**

9 A. The Secretary has concurrently filed a Complaint alleging that Defendants violated
10 provisions of Sections 6, 7, 11 and 15 of the Fair Labor Standards Act of 1938, as amended
11 (“FLSA” or the “Act”), 29 U.S.C. §§ 206, 207, 211 and 215.

12 B. Defendants acknowledge receipt of a copy of the Secretary’s Complaint and waive answer.

13 C. Defendants agree herein to voluntarily resolve all allegations of the Secretary’s Complaint.

14 D. Defendants agree that this Court has jurisdiction over the parties and subject matter of this
15 civil action and venue lies in the district court for the Northern District of California.

16 E. Defendants agree to the entry of this Consent Judgment without contest.

17 F. Defendants acknowledge that Defendants and any individual, agent, or entity acting on their
18 behalf or at their direction (including but not limited to Tanweer Ahmed, Amira Khalaf,
19 Sultan Bhatti, Shaheen Siddiqui, as well as Defendants’ personnel at all of their facilities,
20 including Ahmed Sajjad, Saran Singh, Robert Bonilla, Roy Washington, and Mario Sorto)
21 have notice of, and understand, the provisions of this Consent Judgment.

22 G. Since at least April 5, 2010, Defendant NCCI has been a business engaged in providing
23 courier services to clients in various industries throughout California and is an enterprise
24 engaged in commerce or in the production of goods for commerce within the meaning of
25 Section 3(s)(1)(A) of the FLSA, 29 U.S.C. 203(s)(1)(A).

26

27

28

1 H. Since at least April 5, 2010, Defendant NCCI employed drivers who delivered and picked
2 up packages and other goods for NCCI's customers, at NCCI's direction ("NCCI Drivers").
3 The Secretary found that NCCI Drivers wore an NCCI badge when making deliveries to
4 NCCI's customers. The Secretary found that NCCI Drivers did not negotiate the rates paid
5 by NCCI customers to NCCI. The Secretary found that the drivers were required to submit
6 proofs of delivery and route manifests to NCCI every day, and that NCCI had the power to
7 warn, retrain or otherwise discipline drivers for performance issues.

8 I. The Secretary found that NCCI Drivers are employees within the meaning of the FLSA and
9 entitled to all of the provisions and safeguards guaranteed under the FLSA to employees,
10 including the wage provisions and protections from retaliation and discrimination.

11 J. The Secretary found that NCCI Drivers and office staff are covered by the provisions of the
12 FLSA because they are employees employed in an enterprise engaged in commerce or in
13 handling or otherwise working on goods or materials that have been moved in or produced
14 for commerce, within the meaning of FLSA Section 3(s)(1), 29 U.S.C. § 203(s)(1).

15 K. The Secretary found that Defendant Ahmed has been the owner and President of Defendant
16 NCCI, exercising operational and managerial control over the company and its drivers. The
17 Secretary found that Defendant Ahmed is an employer of the NCCI Drivers within the
18 meaning of FLSA Section 3(d), 29 U.S.C. § 203(d) in that he has acted directly or indirectly
19 in the interests of NCCI in relation to its employees.

20 L. Defendant Ahmed represents that NCCI is no longer operating, it will not operate in the
21 future either under the name of NCCI or any other name, and he has no ownership or other
22 interest in NCCI Logistics.

23 M. Since February of 2015, Defendant NCCI Logistics has been a business engaged in
24 providing courier services to clients in various industries throughout California and is an
25 enterprise engaged in commerce or in the production of goods for commerce within the
26 meaning of Section 3(s)(1)(A) of the FLSA, 29 U.S.C. 203(s)(1)(A).

27

28

1 N. Defendant NCCI Logistics employs drivers who deliver and pick up packages and other
2 goods for NCCI Logistics' customers, at NCCI Logistics' direction ("NCCI Logistics'
3 Drivers"). Many of the company's current drivers previously worked for NCCI.

4 O. The Secretary found that NCCI Logistics Drivers are employees within the meaning of the
5 FLSA and entitled to all of the provisions and safeguards guaranteed under the FLSA to
6 employees, including the wage provisions and protections from retaliation and
7 discrimination.

8 P. The Secretary found that NCCI Logistics' Drivers are covered by the provisions of the
9 FLSA because they are employees employed in an enterprise engaged in commerce or
10 handling, or otherwise working on goods or materials that have been moved in or produced
11 for commerce, within the meaning of FLSA Section 3(s)(1), 29 U.S.C. § 203(s)(1).

12 Q. Defendant Khalaf is the owner and president of NCCI Logistics. The Secretary found that
13 Defendant Khalaf exercises operational and managerial control over NCCI Logistics and its
14 drivers. The Secretary found that Defendant Khalaf is an employer of the NCCI Logistics
15 Drivers within the meaning of FLSA Section 3(d), 29 U.S.C. § 203(d).

16 R. All Defendants agree that Drivers and all office staff, will be classified by NCCI Logistics
17 and Khalaf as employees on a going-forward basis. This includes all Drivers who
18 previously worked for NCCI and who currently are engaged by NCCI Logistics. NCCI
19 Logistics and Khalaf will take steps immediately toward ensuring that all Drivers and office
20 staff are classified as employees and will complete this process by no later than ninety (90)
21 calendar days from the date of entry of this Consent Judgment.

22 S. The Secretary found that the provisions and safeguards guaranteed under the FLSA to
23 employees, including but not limited to those found in Sections 6, 7, 11 and 15, apply to the
24 NCCI and NCCI Logistics' employees covered by this Consent Judgment, including drivers
25 and office personnel.

26 T. All Defendants understand and expressly acknowledge that demanding or accepting any of
27
28

1 the monies due to any employees under the terms of this Consent Judgment, threatening any
2 employee for accepting monies due under this Consent Judgment, or threatening any
3 employee for exercising any of his or her rights under the FLSA is specifically prohibited
4 and may subject Defendants to equitable and legal damages, including punitive damages
5 and civil contempt.

6 U. All Defendants understand and expressly acknowledge that it is "unlawful for any
7 person...to discharge or in any other manner discriminate against any employee because
8 such employee has filed any complaint or instituted or caused to be instituted any
9 proceeding under [the FLSA], or has testified or is about to testify in any such
10 proceeding..." See 29 U.S.C. § 215(a)(3). Defendants understand and expressly
11 acknowledge that it is illegal to retaliate in any manner against any employee, including the
12 Drivers, because he or she has participated in the instant proceedings by *inter alia* talking to
13 or providing information to the Secretary's representatives or in any way pursuing his or her
14 rights under the FLSA. Defendants further understand and expressly acknowledge that
15 taking any retaliatory actions against any employee or person in violation of the FLSA and
16 the express terms of this Consent Judgment may subject Defendants to equitable and legal
17 damages, including punitive damages and civil contempt. Defendant Ahmed understands
18 and expressly acknowledges that any intentional or willful interference with the operations
19 or contractual relationships of NCCI Logistics, with the effect of damaging or closing the
20 business operations and impacting the jobs or working conditions of Drivers or other
21 employees, may be construed as unlawful retaliation against the employees of NCCI
22 Logistics.

23 Having considered the submissions made in connection with the proposed settlement, the
24 representations, arguments, recommendation of counsel for the parties, and the requirements of law, the
25 Court hereby makes the following findings of fact and conclusions of law in support of its Final Order
26 and Judgment approving the Consent Judgment.

1 **II. FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

2 A. The Secretary has concurrently filed a Complaint alleging that all Defendants violated
3 provisions of Sections 6, 7, 11 and 15 of the Fair Labor Standards Act of 1938, as amended
4 ("FLSA" or the "Act"), 29 U.S.C. §§ 206, 207, 211, and 215.

5 B. All Defendants have received a copy of the Secretary's Complaint and waived answer to the
6 Complaint.

7 C. This Court has jurisdiction over the parties and subject matter of this civil action, and venue
8 lies in the district court for the Northern District of California.

9 D. All Defendants have agreed to the entry of this Consent Judgment without contest.

10 E. All Defendants and any individual or entity acting on their behalf or at their direction
11 (including but not limited to Tanweer Ahmed, Amira Khalaf aka Amira Enderiz, Sultan
12 Bhatti, Shaheen Siddiqui, as well as Defendant's personnel at all of its facilities, including
13 Ahmed Sajjad, Saran Singh, Robert Bonilla, Roy Washington, and Mario Sorto) have notice
14 of, and understand, the provisions of this Consent Judgment.

15 F. Since at least April 5, 2010, Defendant NCCI has been a business engaged in providing
16 courier services to clients in various industries throughout California and is an enterprise
17 engaged in commerce or in the production of goods for commerce within the meaning of
18 FLSA § 3(s)(1).

19 G. Since February 2015, Defendant NCCI Logistics has been a business engaged in providing
20 courier services to clients in various industries throughout California and is an enterprise
21 engaged in commerce or in the production of goods for commerce within the meaning of
22 FLSA § 3(s)(1).

23 H. Since February of 2015, Defendants NCCI Logistics and Khalaf employed couriers or
24 drivers who delivered and picked-up various goods for NCCI Logistics' customers, and at
25 NCCI's direction ("NCCI Logistics Drivers").

26 I. Defendant Khalaf is the owner and president of NCCI Logistics.

27

28

1 J. Demanding or accepting any of the monies due to any employees under the terms of this
2 Consent Judgment, threatening any employee for accepting monies due under this Consent
3 Judgment, or threatening any employee for exercising any of his or her rights under the
4 FLSA is specifically prohibited and may subject Defendants to equitable and legal damages,
5 including punitive damages and civil contempt.

6 K. Discharging, threatening to discharge, reducing a work schedule, or in any other manner
7 discriminating against any employee as a result of this litigation or an employee's
8 participation herein, is specifically prohibited and may subject Defendants to equitable and
9 legal damages, including punitive damages and civil contempt.

10 **III. JUDGMENT**

11 Therefore, upon the agreement of the parties to this action,

12 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that pursuant to Section 17 of
13 the FLSA, 29 U.S.C. § 217, Defendants, and their officers, agents, servants, employees, successor
14 companies, parties in interest, and all persons in active concert or participation with them, including but
15 not limited to Tanweer Ahmed, Amira Khalaf, Sultan Bhatti, Shaheen Siddiqui, Ahmed Sajjad, Saran
16 Singh, Robert Bonilla, Roy Washington, and Mario Sorto are hereby permanently enjoined and
17 restrained from violating the provisions of the FLSA, in any of the following manners:

18

19 1. Defendants shall not, contrary to the FLSA, misclassify any employee as an independent
20 contractor or otherwise as a non-employee, but shall treat and properly classify said
21 individuals as employees who enjoy all protections and safeguards guaranteed under the
22 FLSA, including but not limited to those found in Sections 6, 7, 11, and 15 of the Act.

23 2. Defendants shall not, contrary to Sections 6 and 15(a)(2) of the FLSA, pay any of their
24 employees who in any workweek are employed in an enterprise engaged in commerce or in
25 the production of goods for commerce, within the meaning of the FLSA, wages at a rate less
26 than \$7.25 per hour (or at a rate less than such other applicable minimum rate as may
27 hereinafter be established by amendment to the FLSA).

28

- 1 3. Defendants shall not, contrary to Sections 7 and 15(a)(2) of the FLSA, pay any of their
2 employees who are employed in an enterprise engaged in commerce or in the production of
3 goods for commerce, within the meaning of the FLSA, less than one and one-half times the
4 employees' regular rates for hours worked in excess of 40 hours in a workweek.
- 5 4. Defendants shall not, contrary to Sections 11(c) and 15(a)(5) of the FLSA fail to make, keep
6 and preserve records of their employees and of the wages, hours, and other conditions and
7 practices of employment maintained by them as prescribed by the regulations issued, and
8 from time to time amended, pursuant to Section 11(c) of the FLSA and found in 29 C.F.R.
9 Part 516.
- 10 5. Defendants shall not, contrary to Section 11(a) and 15(a)(3) of the FLSA interfere with the
11 Secretary's ability to investigate violations of the FLSA. Among other things, subject to
12 legal and any other appropriate objections, Defendants shall promptly supply records
13 requested by the Secretary for purposes of an investigation, shall not destroy any records
14 relevant to an investigation and shall not intimidate or discourage any employee from
15 cooperating with the Secretary's investigation or providing truthful information or records.
- 16 6. Defendants shall not, contrary to Section 15(a)(3) of the FLSA discharge, threaten to
17 discharge, lay off, reduce the work schedule or wages, intimidate, or in any other manner
18 discriminate against any employee as a result of this litigation or because such employee has
19 filed any complaint under or related to the FLSA or has spoken or provided information to
20 the Secretary's representatives in connection with this litigation.
- 21 7. Defendants NCCI and Ahmed, jointly and severally, shall not withhold payment of
22 \$2,500,000, which constitutes the unpaid minimum wage and overtime compensation
23 agreed to be due to the present and former NCCI employees who will be identified by name,
24 periods of employment, and amounts owed in an Exhibit A, to be filed forthwith with the
25 Court as a supplemental filing ("Backwage Calculation").

FURTHER, PURSUANT TO THE PARTIES' AGREEMENT, JUDGMENT IS HEREBY ENTERED, pursuant to Section 16(c) of the FLSA, 29 U.S.C. § 216, in favor of the Secretary and against Defendants NCCI and Ahmed, jointly and severally, in the total amount of **\$5,000,000**, which includes the unpaid minimum wage and overtime compensation referenced in paragraph 7 to the present and former NCCI employees who will be identified by name, periods of employment, and amounts owed in an Exhibit A, to be filed forthwith with the Court as a supplemental filing, and made a part hereof ("Backwage Calculation"), plus an additional equal amount of **\$2,500,000** as statutorily authorized liquidated damages ("Liquidated Damages"), for a total of **\$5,000,000**. Defendants NCCI and Ahmed shall make payments to the Wage Hour Division of the United States Department of Labor totaling **\$5,000,000**, by delivering to Wage and Hour Division, United States Department of Labor, Attn: District Director Susana Blanco, 90 Seventh Street, Suite 12-100, San Francisco, California, 94103 the following:

a. By no later than forty-five (45) calendar days from the parties' June 9, 2015 settlement conference, or July 24, 2015, Defendants NCCI and Ahmed shall deliver a schedule containing: (1) the employer's name, employer identification number, employer addresses and telephone number; and (2) the names, last known home addresses, Social Security numbers, home telephone numbers, mobile telephone numbers, and gross amount of back wages for each employee listed in Exhibit A, which will be filed forthwith.

b. By no later than July 24, 2015, Defendants NCCI and Ahmed shall deliver a certified or cashier's check or money order, with the words "NCCI-LDs" written thereon, payable to the order of the "Wage & Hour Div., Labor," in the amount of \$2,500,000, in payment of the liquidated damages agreed to be due under this Judgment.

c. By no later than July 24, 2015, Defendants NCCI and Ahmed shall deliver a certified or cashier's check or money order, with the words "NCCI-BWs" written thereon, payable to the order of the "Wage & Hour Div., Labor," in the amount of \$500,000, towards partial payment of the backwages agreed to be due under this Judgment.

d. Beginning on or before August 24, 2015, Defendants NCCI and Ahmed shall make ten equal consecutive monthly payments of \$200,000, by certified or cashier's check or money order with the words "NCCI-BWs" written thereon, payable to the order of the "Wage & Hour Div., Labor," towards payment of the backwages agreed to be due under this Judgment.

e. All amounts owed towards payment of the liquidated damages and backwages shall be made by no later than May 24, 2016. There is no penalty for early payment.

f. Neither NCCI Logistics nor Khalaf are, nor shall either be liable for any of the amounts stated in this Section 7.

8. In the event of a default in the timely making of the payments specified in this Consent Judgment, the full gross amount outstanding due under this Consent Judgment, plus post-judgment interest at the rate of 10% per year from the date of this Consent Judgment until the amount of this Consent Judgment is paid in full, shall become immediately due and payable directly to the U.S. Department of Labor by certified check to the Wage and Hour Division (“Wage and Hour”). For the purposes of this paragraph, a “default” is deemed to occur if payment is not received by Wage and Hour within five (5) calendar days of the due date.

9. Upon receipt of the payments detailed *supra*, the Secretary shall distribute said payments to the persons named in Exhibit A, which will be filed forthwith, or to their estates if that be necessary, in his sole discretion, and any monies not so paid within a period of three (3) years from the date of its receipt, because of an inability to locate the proper persons or because of their refusal to accept it, shall be then deposited in the Treasury of the United States, as miscellaneous receipts, pursuant to 29 U.S.C. § 216(c).

10. Within thirty (30) calendar days of signing this Consent Judgment, Defendant Ahmed shall provide to the Secretary deeds of trust or other documents constituting a security interest in his personal residences located at: 1640 S. Tenaya Way, Las Vegas, NV 89117; and 28844

1 Oaks on the Water, Montgomery, TX 77356. Defendant Ahmed shall also provide the most
2 recent available appraisal and mortgage information in his possession or control regarding
3 both residences. Defendant Ahmed represents that the combined unencumbered value of the
4 two residences exceeds \$2,000,000. If, in his sole discretion, the Secretary determines that
5 the combined unencumbered value of the two residences is less than \$2,000,000, Defendant
6 Ahmed shall provide documents constituting a security interest to additional properties so
7 that the combined unencumbered value of all properties for which he has provided
8 documents constituting a security interest exceeds \$2,000,000. The Secretary shall return
9 the documents constituting a security interest to Defendant Ahmed upon satisfaction of the
10 payment requirements totaling \$5,000,000, *supra*, by Defendants Ahmed and NCCI.

11 11. For a time period of one (1) year following entry of this Consent Judgment, Defendant
12 Ahmed shall be required to promote compliance with the FLSA at the direction of the
13 Secretary to courier and food industry trade groups and to professional groups with which
14 Ahmed is affiliated. This compliance promotion by Defendant Ahmed shall include an
15 express acknowledgement that misclassification is unlawful and provides an unfair
16 competitive advantage to employers that engage in it.

17 12. Upon entry of this Consent Judgment, Defendants NCCI Logistics and Khalaf shall
18 immediately begin the process to classify all Drivers and office staff as employees, with all
19 the provisions and safeguards guaranteed by the FLSA, including payment of minimum
20 wage and overtime, and protection from retaliation. Defendants NCCI Logistics and Khalaf
21 shall ensure that all employees are properly classified as employees by no later than ninety
22 (90) calendar days from entry of this Consent Judgment.

23 13. Defendants NCCI Logistics and Khalaf shall provide written verification to the Secretary
24 that all Drivers and office staff have been properly classified as employees. Specifically,
25 Defendants NCCI Logistics and Khalaf shall provide pay stubs for all employees to the
26 Secretary for five (5) consecutive pay periods immediately following the expiration of
27 ninety (90) days from entry of this Consent Judgment. When available, Defendants NCCI
28

1 Logistics and Khalaf shall also furnish to the Secretary the forms W-2 for Drivers and office
2 staff.

3 14. Within ten (10) business days of the date of entry of this Consent Judgment, Defendants
4 NCCI Logistics and Khalaf shall provide each of their current employees with a copy of the
5 notice of rights, attached hereto as Exhibit B, which summarizes the terms of this Consent
6 Judgment and provides direct guidance from the U.S. Department of Labor regarding
7 employees' rights, including protection from retaliation, under the FLSA ("Notice of
8 Rights"). Defendants shall redistribute this Notice of Rights to each employee annually, for
9 a period of three (3) years from the date of entry of this Consent Judgment.

10 a. In the event NCCI Logistics is informed in writing by an employee or the
11 Secretary that the native language of any employee of NCCI Logistics is a language other
12 than English, NCCI Logistics shall ensure that the Notice of Rights is properly translated
13 into that language within a week.

14 b. NCCI Logistics shall provide a copy of the Notice of Rights to all newly hired
15 employees before or by the date said employee begins performing work for them.

16 c. Within ten (10) business days of entry of this Consent Judgment and Order,
17 Defendants Khalaf and NCCI Logistics shall post a copy of Exhibit B in a prominent
18 location at all of their facilities and locations in California, and shall do the same at any
19 future facility within ten (10) business days of it beginning operations. This provision shall
20 remain in effect for three (3) years from entry of this Consent Judgment.

21 15. Within ten (10) business days of the date of entry of Consent Judgment, Defendants NCCI
22 Logistics and Khalaf shall post U.S. Department of Labor-approved posters regarding the
23 minimum wage and overtime provisions of the FLSA, in a prominent location at all of their
24 facilities or locations in California, and Defendants shall do the same at any future facility
25 within ten (10) business days of it beginning operations. Copies of said posters are available
26 for download and printing at: <http://www.dol.gov/whd/regs/compliance/posters/flsa.htm>.

1 16. Within ten (10) business days of the date of entry of this Consent Judgment, Defendants
2 NCCI Logistics and Khalaf shall implement a recordkeeping, retention, and inspection
3 program as detailed below:

4 a. All employees shall record their work time in an accurate and timely manner,
5 whether such recording be made through the use of a time clock, handwritten time records,
6 or by other means ("Time Records"). Work time shall include, but is not necessarily limited
7 to, time spent by individuals: making deliveries or pick-ups on behalf of Defendants,
8 waiting time at Defendants' customers' locations, and waiting for dispatches.

9 b. For each work week, Defendants shall sum each employee's Time Records to
10 identify the time worked each day and each workweek per individual. Each pay period,
11 Defendants shall prepare a statement of hours worked by each individual for each day, week
12 and pay period ("Work Hours Summary"). Defendants shall have each individual review
13 his or her Work Hours Summary, write in corrections if necessary, and sign the Work Hours
14 Summary. Each Work Hours Summary shall contain a statement indicating that:

15 **"Your Employer must pay you for all hours worked, which includes
16 all time that you are required to be on the Employer's premises and
17 are not free from duties. If you think your Employer has not paid
18 you for all hours you worked, you can call the U.S. Department of
19 Labor to make a confidential complaint at 1-866-4US-WAGE."**

20 Immediately upon issuance and for three (3) years thereafter, Defendants NCCI Logistics
21 and Khalaf shall maintain copies of all Work Hours Summaries for inspection by the
22 Secretary or any of Defendants' employees at any time.

23 17. Within four (4) months of the date that Defendants sign this Consent Judgment, or as soon
24 as thereafter practicable given Wage and Hour representatives' availability, Defendants
25 NCCI Logistics and Khalaf shall permit representatives from Wage and Hour to conduct
26 training sessions for all employees, to be conducted at Defendants' facilities. Defendants'
27
28

1 employees from all locations and facilities shall be required to attend the training, which
2 shall be compensable time for which employees shall receive pay. Topics to be covered by
3 Wage and Hour during said training shall include, but are not limited to: minimum wage,
4 overtime, and recordkeeping provisions of the FLSA; specific considerations relating to
5 misclassification in the courier industry; and anti-retaliation provisions of the FLSA. Upon
6 a determination by Wage and Hour representatives, said training may be followed by a
7 confidential question and answer session between Wage and Hour representatives and
8 Defendant's employees, during which time Defendants' non-driver employees are not
9 present ("Q&A Session"). The Q&A Session shall also be compensable time for which
10 employees shall receive pay.

11

12 18. The filing, pursuit, and/or resolution of this proceeding with the filing of this Consent
13 Judgment shall not act as, or be asserted as, a bar to any action under Section 16(b) of the
14 FLSA, 29 U.S.C. § 216(b), as to any employee not named on the forthcoming Exhibit A, nor
15 as to any employee named on the forthcoming Exhibit A for any period not specified herein
16 for the back wage recovery provisions.

17 19. Each party shall bear all fees and other expenses (including court costs and attorney's fees)
18 incurred by such party in connection with any stage of this proceeding including but not
19 limited to attorneys' fees and costs that may be available under the Equal Access to Justice
20 Act.

21 20. IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this action for
22 purposes of enforcing compliance with the terms of this Consent Judgment for ~~five~~ ^{three} years.

23 **IT IS SO ORDERED.**

24
25
26 Dated: July 15, 2015.

27
28



Honorable William Alsup
United States District Judge

1
2
3 RONALD ARENA
4 ARENA HOFFMAN LLP
5 Attorneys for Defendants NCCI and Tanweer
6 Ahmed

7 Dated: 7/8/15

8
9 TANWEER AHMED
10 Individually and as managing agent for Defendant
11 NCCI

12 Dated: _____

13
14 SULTAN BHATTI
15 As managing agent for Defendant NCCI

16 Dated: _____

17
18 NINA YABLOK
19 LAW OFFICE OF NINA YABLOK
20 Attorneys for Defendants Amira Khalaf and NCCI
21 Logistics

22 Dated: _____

23
24 AMIRA KHALAF
25 Individually and as managing agent for Defendant
26 NCCI Logistics

27 Dated: _____

28
M. PATRICIA SMITH
Solicitor of Labor

JANET M. HEROLD
Regional Solicitor

SUSAN SELETSKY
Counsel for FLSA

BENJAMIN BOTT
NATALIE NARDECCHIA
ANDREW SCHULTZ
Trial Attorneys
Attorneys for Plaintiff

Dated: _____

1

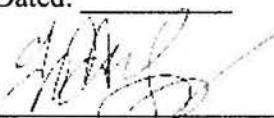
2

3

RONALD ARENA
ARENA HOFFMAN LLP
Attorneys for Defendants NCCI and Tanweer
Ahmed

6

Dated: _____



TANWEER AHMED

Individually and as managing agent for Defendant
NCCI

11

Dated: 07/08/2015

13

SULTAN BHATTI

As managing agent for Defendant NCCI

16

Dated: _____

18

NINA YABLOK

LAW OFFICE OF NINA YABLOK

Attorneys for Defendants Amira Khalaf and NCCI
Logistics

22

Dated: _____

23

AMIRA KHALAF

Individually and as managing agent for Defendant
NCCI Logistics

27

Dated: _____

28

M. PATRICIA SMITH
Solicitor of Labor

JANET M. HEROLD
Regional Solicitor

SUSAN SELETSKY
Counsel for FLSA

BENJAMIN BOTTS
NATALIE NARDECCHIA
ANDREW SCHULTZ
Trial Attorneys
Attorneys for Plaintiff

Dated: _____

1
2
3 RONALD ARENA
4 ARENA HOFFMAN LLP
5 Attorneys for Defendants NCCI and Tanweer
Ahmed

6 Dated: _____
7
8

9 TANWEER AHMED
10 Individually and as managing agent for Defendant
NCCI

11 Dated: _____
12

13 
14 SULTAN BHATTI
15 As managing agent for Defendant NCCI

16 Dated: 7-8-2015
17
18

19 NINA YABLOK
20 LAW OFFICE OF NINA YABLOK
21 Attorneys for Defendants Amira Khalaf and NCCI
Logistics

22 Dated: _____
23
24

AMIRA KHALAF
Individually and as managing agent for Defendant
NCCI Logistics

27 Dated: _____
28

M. PATRICIA SMITH
Solicitor of Labor

JANET M. HEROLD
Regional Solicitor

SUSAN SELETSKY
Counsel for FLSA

BENJAMIN BOTT
NATALIE NARDECCHIA
ANDREW SCHULTZ
Trial Attorneys
Attorneys for Plaintiff

Dated: _____

1
2
3 RONALD ARENA
4 ARENA HOFFMAN LLP
5 Attorneys for Defendants NCCI and Tanweer
6 Ahmed

7 Dated: 7/6/15

M. PATRICIA SMITH
Solicitor of Labor

JANET M. HEROLD
Regional Solicitor

SUSAN SELETSKY
Counsel for FLSA

9 TANWEER AHMED
10 Individually and as managing agent for Defendant
11 NCCI

12 Dated: _____

BENJAMIN BOTTS
NATALIE NARDECCHIA
ANDREW SCHULTZ
Trial Attorneys
13 Attorneys for Plaintiff

Dated: _____

14 SULTAN BHATTI
15 As managing agent for Defendant NCCI

16 Dated: _____

Dated: _____

18 NINA YABLOK
19 LAW OFFICE OF NINA YABLOK
20 Attorneys for Defendants Amira Khalaf and NCCI
21 Logistics

22 Dated: 7/8/15

23 *Amira Khalaf*
24 AMIRA KHALAF
25 Individually and as managing agent for Defendant
26 NCCI Logistics

27 Dated: 7/8/15

1
2
3 RONALD ARENA
4 ARENA HOFFMAN LLP
5 Attorneys for Defendants NCCI and Tanweer
6 Ahmed

7 Dated: _____

8
9 TANWEER AHMED
10 Individually and as managing agent for Defendant
11 NCCI

12 Dated: _____

13
14 SULTAN BHATTI
15 As managing agent for Defendant NCCI

16 Dated: _____

17
18 NINA YABLOK
19 LAW OFFICE OF NINA YABLOK
20 Attorneys for Defendants Amira Khalaf and NCCI
21 Logistics

22 Dated: _____

23
24 AMIRA KHALAF
25 Individually and as managing agent for Defendant
26 NCCI Logistics

27 Dated: _____

28
M. PATRICIA SMITH
Solicitor of Labor

JANET M. HEROLD
Regional Solicitor

SUSAN SELETSKY
Counsel for FLSA



BENJAMIN BOTT
NATALIE NARDECCHIA
ANDREW SCHULTZ
Trial Attorneys
Attorneys for Plaintiff

Dated: July 10, 2015

Exhibit B

LEGAL NOTICE TO ALL EMPLOYEES

The United States Department of Labor conducted an investigation of National Consolidated Couriers, Inc. (“NCCI”) and has determined that drivers who work on behalf of NCCI (“you”), were misclassified as “independent contractors,” and should instead have been treated as “employees” because your work is controlled by NCCI and you are not independent business people.

In a settlement with the United States Department of Labor, NCCI and NCCI Logistics have voluntarily agreed to properly classify all drivers as employees, rather than as independent contractors, to pay the agreed-upon back wages and liquidated damages owed to you, and to take other steps to ensure that all employees are paid properly under the Fair Labor Standards Act (“FLSA”).

The FLSA requires that all employees must be paid minimum wage for all hours worked, including time spent waiting for a dispatch or delivery, as well as overtime wages for hours worked over 40 in a workweek. The FLSA also provides that all employees are protected from retaliation or discrimination. This means that no one from NCCI, including Tanweer Ahmed, and no one from NCCI Logistics, can terminate you, threaten to terminate you, reduce your work or your pay, or in any way retaliate or discriminate against you because you have spoken to anyone at the Department of Labor, testified in this case, or in any way tried to enforce your rights under the FLSA.

The United States Department of Labor wants to remind you that you may contact the Department if you have any question about your employment situation, such as your classification as an employee (versus independent contractor) and your rights to lawful wages and to be free from retaliation.

If you think you are not being paid in accordance with the law, you can call the United States Department of Labor, Wage and Hour Division, at (415) 625-7720 or 1-866-4-USWAGE (1-866-487-9243), and your name will be kept confidential.

The Department also reminds you that you have employment rights under California state law and you may contact the California Division of Labor Standards Enforcement, at (415) 703-5300, for any questions you may have about those rights.